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PG&E Corporation And Pacific Gas and
Electric Company

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

IN RE
PG&E CORPORATION
AND PACIFIC GAS AND ELECTRIC
COMPANY,

DEBTORS,

Case No. 19-3088 (DM)

Chapter 11

Lead Case Jointly Administered

DECLARATION OF ELOUISE JADHAV

I, Elouise Jadhav, declare:

1. I am a Senior Right of Way Agent for Pacific Gas and Electric Company (PG&E). I have served in this function since March 26, 2021. I interned with PG&E's Land Department from May through August 2018. From October 2018 to August 2019, I was an Emergency Management Advancement Program contractor working for PG&E's Land Department. I became a regular employee of PG&E's Land Department in August 2019 as a

DECLARATION OF ELOUISE JADHAV

- 1 -

1 Right of Way Agent. I received my Bachelor of Arts degree in Economics from San Francisco
2 State University in January 2019.

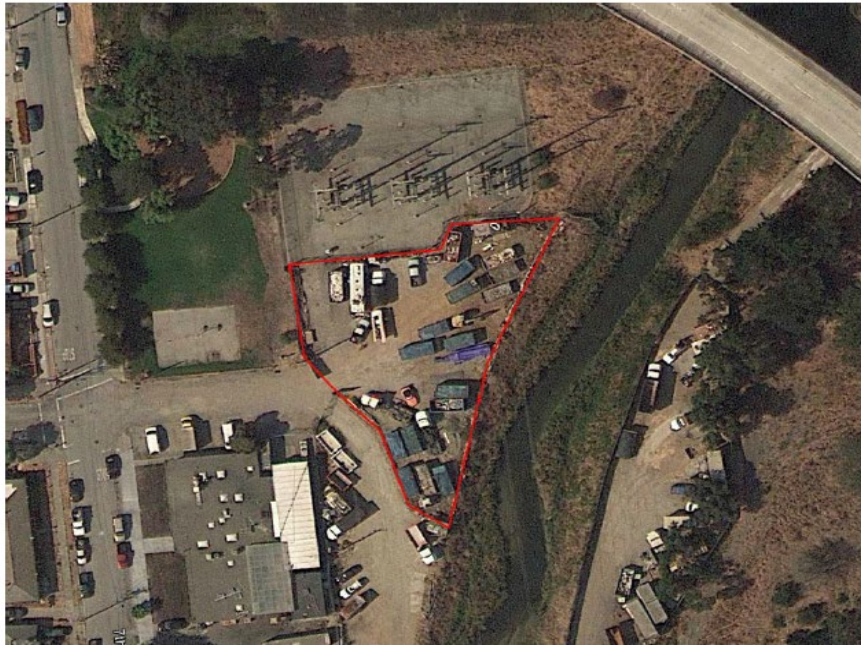
3 2. I have personal knowledge of the facts set forth herein and can and do
4 competently testify regarding the facts set forth in this declaration.

5 3. One of my duties and responsibilities at PG&E as a Right of Way Agent is to
6 acquire land rights on behalf of the company for its electric and gas projects such as temporary
7 construction easements (TCEs), easements and fee property.

8 4. PG&E retains records related to its land rights over third party property. PG&E
9 acquired four TCEs and exercised several extensions on the property identified in the
10 Complaint that is the subject of this action, referred to as the Komir Property. PG&E acquired
11 the first TCE (TCE No. 1) on the Komir Property for a 21-month term starting on April 1, 2018
12 through December 31, 2019 for PG&E's electric transmission projects including on PG&E's
13 adjacent property to replace the existing poles with new tubular steel poles and reconductor the
14 lines. The TCE area was approximately 16,200 sq. ft and is outlined in red as shown on the
15 following page. The depiction of the TCE area is taken from TCE No. 1. The TCE area was
16 used as a "working, laydown and staging area, including the right to park vehicles belonging to
17 [PG&E] and its employees and contractors, and the right to locate related construction
18 equipment, materials, temporary buildings, portable restrooms and cargo containers thereon.
19 [PG&E], its employees and contractors may also provide security to the area during the term of
20 use." PG&E compensated Komir Inc. (Komir) \$189,000.00. TCE No. 1 allowed an extension
21 of up to three additional months. PG&E exercised the full three-month extension from January
22 1, 2020 through March 31, 2020 and paid Komir an additional \$31,500.00.
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Easement Area; approx. 16,200 square feet



5. Upon the expiration of TCE No.1, PG&E acquired a new TCE (TCE No. 2) utilizing the same area as outlined in red above for three months from April 1, 2020 through June 30, 2020 and paid Komir \$31,500.00. TCE No. 2 was used for survey purposes, but PG&E needed to enter into a new agreement with Komir because it had exercised all of its extensions under TCE No. 1.

6. PG&E subsequently acquired another TCE for the same area as outlined in red above for five and one half months from January 15, 2021 through June 30, 2021 (TCE No. 3) for a cable project. PG&E paid Komir \$63,436.00. PG&E did not extend the term of this TCE. Approximately three months later, PG&E entered into a new six-month TCE with Komir from September 24, 2021 through March 24, 2022 (TCE No. 4). This TCE was approximately 14,500 sq. ft. and is shown on the following page. On September 24, 2021, I made a request to Amir Shahmirza to cancel the TCE, but he declined because he stated that he had already rejected other tenants. PG&E paid Komir \$69,000.00 for TCE No. 4. PG&E did not use TCE No. 4 during its initial term, but later PG&E exercised its option to extend the TCE four

1 separate times that added up to an additional five months and one week of use for a gas
2 transmission project. PG&E paid Komir a total of \$60,100.00 for all the extensions.
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20 800 Walnut Street, San Bruno CA
21 Assessor's Parcel Number 020-155-030
TCE Area outlined in red, approx. 14,500 sf

22 7. According to PG&E's records, in total, PG&E paid Komir \$444,536.00 between
23 2018-2022 for use of his property to support various PG&E projects.

24 Executed at Castro Valley, California on the 2nd of
25 November 2023.

26 I declare under penalty of perjury under the laws of the State of California that the foregoing is
27 true and correct.

28 Elouise Jadhav
Elouise Jadhav

DECLARATION OF ELOUISE JADHAV

- 4 -